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*An ACT for Dividing and Inclosing the open and common Fields, Pastures, Meadows, and other Grounds, within the Parish of Exhall, in the County of the City of Coventry.*

**W**HEREAS there are several open and common Fields, consisting of Arable, Meadow, and Pasture Grounds, lying and being within the Parish of *Exhall*, in the County of the City of *Coventry*, called or known by the several Names of the *Church Field*, *Stone Pit Field*, *Longdon Field*, and *Great Sydnall Field*, and computed to be Eleven Yard Lands, or thereabouts; and also several common Field Closes, or inclosed Arable, Meadow, Pasture, Lammas and Waste Grounds, called the *Lammas Wastes*, the *Scarlings*, the *Middle Waste*, the *Purr Waste*, the *Great Down Hiron*, the *Little Down Hiron*, the *Pingle*, the *Heskleys*, the *Spring Wastes*, the *Gosby Wastes*, the *Hayes's*, the *Brick-Kiln Waste*, the *Down Meadow*, *Longdon Meadow*, and that Part of *Fackley Waste*, lying within the said Parish of *Exhall*:

And whereas *Richard Cheslyn* Esquire is Lord of the Manor of *Exhall*, and is also seised of and intitled unto the Rectory Impropriate, of and in the said Parish of *Exhall*, and to several Glebe Lands, Tythes and Tenths of Corn and Grain yearly arising and increasing in *Exhall* aforesaid:

And whereas *John Knightley* Esquire is Patron of the Vicarage of the Parish Church of *Exhall* aforesaid, and the Reverend *Richard Cleeve* is Vicar thereof, and in Right of his said Vicarage is seised and possessed of certain Glebe Land, and is also intitled to Tythe-Hay and other Vicarial Tythes arising from the Lands aforesaid, and from other Lands within the said Parish, or to some Rate or Modus in lieu thereof:

And whereas the said *Richard Cheslyn* and *John Knightley*, together with Sir *Samuel Garrard* Baronet, *Richard Parrot*, *John Bourne*, *Thomas Whieldon*, *Edward Freeman*, *William Wilson*, *Elizabeth Wilson*, *Matthew Neale*, *Joseph Benley*, *Edward Castlens*, *Thomas Foster*, and divers other Freeholders and Land-owners, are seised of and in all the Lands lying in the said Common Fields, and Lammas Grounds, and other Lands, in and by this Act appointed to be inclosed, and are intitled to and do enjoy Common of Pasture in, over, and upon, the same, at certain Times of the Year:

And whereas the several Lands of the respective Freeholders and Land-owners be intermixed and dispersed over the several Fields in small Parcels, and are in their present Situation incapable of Improvement; and if the said Common Fields, Lammas Grounds, and other Lands, were divided and inclosed, and specifick Parts and

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Shares thereof allotted to each Proprietor, according to their respective Properties therein, the same would be of much greater Value :

But soasmuch as such Division and Inclosure cannot be effectually established without the Aid and Authority of Parliament ;

*May it therefore please Your most Excellent MAJESTY,*

That it may be Enacted, And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *John Newcomb of Brinclow, Lewis Bradley of Wootton Wawen*, in the County of *Warwick*, and *William Wyatt of Seany Park*, in the County of *Stafford*, Gentlemen, and their Successors, to be elected in Manner herein after-mentioned, shall be Commissioners for dividing and inclosing the said open and common Fields, Pastures, Meadow, Lammas Grounds, and other Lands, within the said Parish of *Exball*, and for putting this Act in Execution : And that a Survey and Admeasurement shall be made of all the said open and common Fields, Pastures, Meadows, Lammas Grounds, and other Lands, so intended to be inclosed as aforesaid, by *John Corbett of Binley*, in the County of *Warwick*, Surveyor, or such other Person or Persons as shall be nominated and appointed for that Purpose by the said Commissioners, or their Successors, or any Two or more of them : And that such Survey and Admeasurement shall be reduced into Writing, and the Number of Acres, Roods, and Perches, belonging to each and every Proprietor shall be therein set forth, ascertained, and declared, and shall be laid before the said Commissioners, or their Successors, or any Two or more of them, at some of their Meetings in pursuance of this Act, on or before the First Day of *June* now next ensuing, or so soon after as conveniently may be.

And be it further Enacted, by the Authority aforesaid, That the said Commissioners, or their Successors, or any Two or more of them, shall have full Power and Authority, and they are hereby authorized and required, at any Time or Times after the said Survey shall have been laid before them, as aforesaid, but before the Twentieth Day of *September* One thousand Seven hundred and Sixty-one, or so soon after as conveniently may be, to divide, set out, and allot, unto and amongst the several Proprietors and Owners of the said open and common Fields, Pastures, Meadows, Lammas Grounds, and other Lands, within the Parish of *Exball* aforesaid, in Proportion to their several Shares, Interests, and Right of Common, in, upon, and over, the same ; but subject nevertheless to the Provisoos, Rules, Orders, and Directions, herein after contained.

Provided also, and it is hereby further Enacted, That if any Dispute or Difference shall arise between the said Parties interested in the said intended Division and Inclosure, or any of them, touching or concerning the respective Shares, Interests, and Right of Common, which they or any of them now have or shall claim in the common Fields and Lammas Grounds, and other Lands, so intended to be inclosed as aforesaid, or touching the respective Shares, Interests, and Proportions, which they or any of them ought to have of or in the said intended Division and Inclosure, it shall and may be lawful to and for the said Commissioners or their Successors, or any Two or more of them, and they are hereby required, by Examination of Witnesses, upon Oath (which Oath the said Commissioners, or any Two or more of them, are hereby authorized to administer), and upon other proper and sufficient Inquiry, Evidence, and Satisfaction, to hear, and finally determine the same.

Provided always, and be it further Enacted, That nothing herein contained shall extend, or be construed to extend, to impower or authorize the said Commissioners to give any undue Preference to any of the Parties concerned in respect of their Allotments or Shares in the said intended Inclosure ; but that the said Commissioners shall

shall have a due Regard, as well to the Quality, Goodness, and Improvement by good Husbandry, as the Quantity, of the Lands and Grounds so to be divided and allotted, and the Situation and Contiguity of the same to the Dwelling-houses of the several Proprietors, to or for whom the same shall respectively be assigned and allotted.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners, or their Successors, or any Two or more of them, shall and may, and they are hereby authorized and required to allot and appoint unto the said *Richard Chestyn* (the Roads being first taken out, and the Twenty-two Acres for the Vicar's Allotment being first deducted), One full Eighth Part (Quantity and Quality considered) of all the said common Fields, Lammas Grounds, and other common Closes and Lands, hereby intended to be inclosed (over and above and exclusive of the Share and Proportion which he shall by virtue of this Act be intitled to, for and in lieu of his Lands and Common Right in the common Fields, Lammas Grounds, and other Lands aforesaid); and which Lands, so to be allotted to the said *Richard Chestyn*, shall be in Lieu of, and as Recompence and Satisfaction for, such his Improprate Tythes arising out of the said common Fields, Lammas Grounds, and other common Closes and Lands, so to be inclosed as aforesaid, and shall bear a proportional Share of Expences in the Allotment, and shall be contiguous to his other Allotments, and lie together as near as conveniently may be, so that there be no Mines of Coals there, or where such Coals are of distant and small Value.

And whereas there is due and payable to the Vicar of the said Parish of *Exball*, for the Time being, a certain yearly Modus or Rate of Twenty-five Pounds and Fifteen Shillings, in lieu of and for all Tythes of Hay, and other Vicarial Tythes whatsoever, as well for and in respect of the common Fields, and other Lands or Grounds, hereby intended to be inclosed, as for or in respect of several ancient Inclosures, and of all the other Lands in the said Parish of *Exball*, including Six Shillings and Eight Pence a Year, payable for or in respect thereof, in the Part of the said Parish which is called *Newland*:

And whereas Part of the said Modus, arising from the said common Fields, amounts to Four Pounds and Eight Shillings yearly, Be it therefore Enacted, by the Authority aforesaid, That the said Commissioners, or any Two or more of them, shall and may, and they are thereby authorized and required to set out and allot unto and for the said *Richard Cleeve* and his Successors, in lieu of his Glebe Land and the said Modus of Four Pounds and Eight Shillings, One intire Plot of Land, Parcel of *Church Field* aforesaid, to contain Twenty-two Acres at the least in Quantity (exclusive of Roads) and to be laid out in the Directions following, *videlicet*, to extend from the North-west Corner of the Garden, belonging to the Vicarage House of *Exball* aforesaid, by a Piece of Land called the *Vicar's Close*, and certain ancient Inclosures now or late in the Tenure of *Thomas Stafford*, over the Brook, to a Place called *Gibbons's Stile*, and, from the said Stile across Part of *Church Field* aforesaid, to a Place known by the Name of the *Uppermost Birdinbush*, and from thence over *Birdinbush Furlong* in an Eastward Direction, so far only as Quantity may require, to the Church-yard belonging to the Parish Church of *Exball* aforesaid, and to return from thence, over another Part of the aforesaid Brook, by the North Side of a certain hollow Road, in a strait Direction to the South-east Corner of the aforesaid Garden, and so and in such Manner as that the said *Vicar's Close* and ancient Inclosures, *Gibbons's Stile*, the *Uppermost Birdinbush*, the said Church-yard, and the North Side of the said hollow Road, may be regarded as the Boundaries of the said Plot, Consideration being had to Quantity; and that the said Plot shall be inclosed with Ditches and Quick-set Hedges, and fenced with Posts and three Rails in a substantial Manner, at the Costs and Charges of the several Owners and Proprietors of the several Lands and Grounds so intended to be inclosed (except the said Vicar), and that the said Plot, together with the said Mounds and Fences thereof, shall be vested in, and held

held and enjoyed by, the said *Richard Cleeve* and his Successors, Vicars of the said Parish Church in Severalty for ever; which said Plot of Twenty-two Acres, as well as the Twenty-one Pounds and Seven Shillings to be paid in lieu of Tythe, shall be for ever freed and discharged from all parliamentary and other Taxes whatsoever.

And it is hereby further Enacted, That from and after the First Day of *August* One thousand Seven hundred and Sixty-one, the Modus or yearly Sum of Twenty-one Pounds and Seven Shillings, of lawful Money of Great Britain, clear of all Deductions, shall be payable and paid to the said *Richard Cleeve*, and his Successors, for ever, in the Porch of the said Parish Church, by the several Proprietors and Owners of the said ancient Inclosures, and other Lands, in the said Parish of *Exhall*, in the several Proportions which shall be assigned and appointed by the said Commissioners, or their Successors, or any Two or more of them, in the Award to be made in pursuance of this Act; in which Assignment and Appointment the said Six Shillings and Eight Pence a Year, and no more, shall be awarded to be paid by and proportioned amongst the Proprietors and Owners of *Netland* aforesaid, and the said Commissioners, or any Two or more of them, are hereby authorized to appoint the said Modus or yearly Sum of Twenty-one Pounds and Seven Shillings accordingly, and by Half yearly Payments, in every Year; to wit, upon the Second Day of *February* and the First Day of *August*, the First Payment thereof to begin and be made on the Second Day of *February* One thousand Seven hundred and Sixty-two, and in the mean time to be paid according to the ancient Usage, and to be recovered, in case of Non-payment, by the ordinary Course of Law: Which said yearly Sum of Twenty-one Pounds and Seven Shillings, and the Allotment of Twenty-two Acres of Land as aforesaid, shall be, and is hereby declared to be, in Lieu, and full Compensation and Satisfaction, of and for the said Modus of Twenty-five Pounds and Fifteen Shillings, and the Glebe belonging to the said Vicarage.

Provided always, and it is hereby further Enacted and Declared, That the said Rent or yearly Sum of Twenty-one Pounds and Seven Shillings, shall and may, from time to time, be recoverable by such Ways and Means, as the same might have been sued for or recovered before the passing of this Act; or in case the same, or any Part thereof, shall be behind or unpaid by the Space of Thirty Days next after any of the said Days whereon the same ought to be paid as aforesaid, then and so often, and from time to time, at the Election of the Vicar for the Time being, it shall and may be lawful to and for such Vicar, or his Agents, to enter into and make Distress of any Goods, Cattle, or Chattels, being upon such specifick Part or Parts of the Lands and Grounds as are or shall be charged with, or out of, or for or in respect of which, that Dividend, Share, or Proportion, of the said Rent or yearly Sum which shall be so behind or unpaid, shall be due and payable, and the Distress and Distresses, from time to time taken, to lead, drive, carry away, and sell, or otherwise dispose of, for the Recovery of such Rent in Arrear, and all Costs and Expences, from time to time, attending such Distress and Distresses, in the same Manner as by due Course of Law may be done by any Landlord or Landlords for the Recovery of any Rent reserved by Lease or otherwise; and also if it shall happen that the said Rent or Sum of Twenty-one Pounds and Seven Shillings, or any Part thereof, shall be behind or unpaid by the Space of Sixty Days next after any of the said Days hereby limited and appointed for Payment thereof, and no sufficient Distress shall be upon the Premises charged therewith, that then and so often, and from time to time, it shall and may be lawful to and for the Vicar of the said Church for the Time being, into and upon such specifick Part or Parts of the Lands and Grounds as are or shall, in pursuance of this Act, be charged with that Dividend, Share, or Proportion, of the said Rent or yearly Sum which shall be so behind or unpaid, or into and upon any Part thereof, in the Name of the whole of such specifick Part or Parts, to enter upon, and to take and receive the Rents and Profits of, such specifick Part or Parts of the same Premises respectively, to his and their own Use, until thereby or therewith, or otherwise, all

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Arrears of such Part of the said Rent, or yearly Sum of Twenty-one Pounds and Seven Shillings, as shall be so behind and unpaid, and all Costs, Charges, and Damages, sustained or incurred by Reason of the Non-payment thereof, shall be fully paid, satisfied, and discharged.

**Provided always, and be it further Enacted,** by the Authority aforesaid, That in making the said Allotment to the said Vicar and his Successors, the said Commissioners shall have Regard to the following Proportions; that is to say, The Owners and Proprietors of Lands, in the several common Fields directed to be inclosed by this Act, shall be liable to contribute the Quantity of Nine Acres, and no more, out of the said Fields; and that *John Bourne, Richard Parrot, and Thomas Whieldon*, shall contribute Three Acres of their Land towards the Vicar's Allotment, exclusive of their respective Shares of the said Nine Acres; which Three Acres of Land shall be laid out in *Church Field*, by Exchange, Purchase, or otherwise, as the said Commissioners shall think fit; and that the Remainder, sufficient to make the Vicar's Allotment Twenty-two Acres, including his Glebe Lands, shall be taken out of the Lammas Grounds and other Lands intended to be inclosed as aforesaid, by Exchange, or in such other Manner as the said Commissioners, or any Two or more of them, shall in their Award determine and appoint.

**Provided always, and be it hereby further Enacted,** That the said Commissioners, or any Two or more of them, in making their Allotment, shall, and they are hereby required, to set out and appoint the Residue of the Lands in the said Field called *Church Field*, and also the whole of the Lands in the said Field called *Stone Pit Field*, unto and amongst the several Proprietors or Parties now interested in the same; and that in allotting the said Two Fields, the said Commissioners shall pay a due Regard to the several Rights and Interests of the said Proprietors therein, and shall set out the particular Share of each Proprietor in One of the said Fields, and in such Manner that it may lie together, or as near as conveniently may be: And the said Commissioners shall also allot and set out Land in the said *Church Field* and *Stone Pit Field*, or One of them, to the said *Richard Cheslyn*, in lieu of his Tythes of the said Two Fields, in such Manner that it may lie together, or as near as conveniently may be to his other Allotments in those Fields.

**And whereas** there are Lands supposed to have Coal under them in the *Great Sydnall Field*, great Part of which Land, adjoining to *Wood Sydnall Hedge*, and in *Middle Furlong*, and in *Deacon's Meadow*, have been purchased at great Expence by *John Bourne, Richard Parrot, and Thomas Whieldon*, Proprietors of the adjacent Coal-work, on the Prospect of the Coal alone; **Be it therefore Enacted,** That the said Commissioners, or any Two or more of them, shall and may, and they are hereby authorized and required, to set out, allot, and appoint, unto the said *John Bourne, Richard Parrot, and Thomas Whieldon*, all that Piece or Parcel of Land lying together in *Great Sydnall Field*, and being the Property of the said *John Bourne, Richard Parrot, and Thomas Whieldon*, and adjoining to *Wood Sydnall Hedge*, and bounded on the North and East by inclosed Lands of the said *John Bourne, Richard Parrot, and Thomas Whieldon*, and on the South by *Little Sydnall*, as and for Part of their Allotment or Share of and in the Lands and Grounds to be inclosed and divided in the said *Great Sydnall Field* by virtue of this Act.

**And whereas** *Ann Pickard* Widow, *Esther Hales* Widow, *William White* Esquire, and *Phillips Farmer* Gentleman, are seised of certain Plots, Pieces, and Parcels of Land and Meadow, lying in *Great Sydnall Field* aforesaid; that is to say, the Great Piece, and the Three Lands, Sellions or Ridges of Land, abutting upon the North Corner, and bounded on One Side by the Lands of *Sir Samuel Garrard* Baronet, and on the other Side by the Lands of *Joseph Bentley*; and Three Lands, Sellions or Ridges of Land, upon a Flat called the *Crow's Nest Flat*, with the Butts and Balks thereunto respectively belonging; under which Plots, Pieces, and Parcels of

Land and Meadow there are supposed to be Coal, and on that Account the said Proprietors are desirous of retaining their Property thereof in the said Lands and Coals to themselves; **Be it therefore Enacted**, That the said Commissioners, or any Two or more of them, shall and may, and they are hereby authorized and required, to set out, allot, and appoint, unto the said *Ann Pickard, Esther Hales, William White, and Phillips Farmer*, the said Great Piece, and the Three Lands abutting upon the same, in One and the same Plot, and the Three Lands in *Crow's Nest Flat* in One and the same Piece, lying in the said Field called *Great Sydnall Field*, being the Property of the said *Ann Pickard, Esther Hales, William White, and Phillips Farmer*, as and for Part of their Allotment or Share of and in the Lands and Grounds to be inclosed and divided in the said *Great Sydnall Field* by virtue of this Act.

And whereas there are several other Lands in *Great Sydnall Field*, supposed to have Coal under the same, belonging to several other Proprietors, and adjoining or lying near to the said Lands so purchased by the said *John Bourne, Richard Parrot, and Thomas Whieldon*, **Be it therefore Enacted**, by the Authority aforesaid, That such of the Lands of the said Proprietors in *Great Sydnall Field*, as the said Commissioners or their Successors, or any Two of them, shall judge to have Coal under them, shall be by the said Commissioners, or any Two of them, or their Successors, allotted and set out together, by Metes and Bounds, in distinct Lots, to the said Proprietors, or to such of them as shall desire the same, and signify such Desire in Writing, under his, her, or their Hands, to the said Commissioners, or any Two or more of them, at any Time within Three Months after the first Meeting of the said Commissioners, so that each Proprietor, who shall desire the same, shall and may have the same Quantity or Value of Coal Land set out for him, her, or them, as he, she, or they are now possessed of.

And it is hereby further Enacted, That it shall and may be lawful to and for the said Proprietors, or any of them, their Heirs and Assigns, their Agents, Servants, or Workmen, from time to time, and at all times hereafter, at their Wills and Pleasure, to go down, enter into and upon any Coalpit or Coalpits, which now are, or that shall hereafter be made or sunk in the said Field called *Great Sydnall Field*, there to search, see, and examine, whether the Owner or Owners, Proprietor or Proprietors, of such Coalpit or Coalpits, so made and sunk as aforesaid, are at work upon, or getting any other Coal or Coals, than what belongs to and is the Property of such Owner or Owners, Proprietor or Proprietors, of such Coalpit or Pits, that now is or are, or that shall hereafter be made and sunk in *Great Sydnall Field* as aforesaid.

**Provided always**, and it is hereby Enacted, That nothing in this Act contained shall prejudice, lessen, or defeat, the Right or Title of the said *Richard Cheslyn* to any Improprate Tythes issuing, arising, or renewing from, or payable in respect of, any Parcel or Parcels of ancient inclosed Lands, or any other Lands, Tenements, or Hereditaments, in the Parish of *Exball* aforesaid, other than those Lands hereby intended to be inclosed; nor prejudice, lessen, or defeat, the Right of the said Vicar, and his Successors, to all or any the Oblations, Mortuaries, *Easter Offerings*, or Surplice Fees, whatsoever, arising or to become due within the said Parish of *Exball*.

And be it further Enacted, by the Authority aforesaid, That when the said Lands and Grounds, directed and appointed by this Act to be inclosed as aforesaid, shall be set out, ascertained, and allotted, as aforesaid, by the said Commissioners, or their Successors, or any Two or more of them, by such Instrument or Writing as is herein mentioned, the Plots and Parcels of Lands and Grounds so to be allotted and set out respectively, shall, within Twelve Months after the Signing and Sealing of the said Instrument or Writing, be inclosed, hedged, ditched, and fenced, at the Costs and Charges of the respective Persons to whom the same shall

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be respectively assigned and allotted as aforesaid, on such Sides or Parts thereof, and in such Manner, as the said Commissioners, or any Two or more of them, in that Behalf shall direct or appoint, other than the Grounds to be allotted to the said Vicar, and his Successors, for which other Provision is made as aforesaid: And that it shall and may be lawful to and for the said respective Persons to whom such Shares and Allotments shall be assigned and allotted, by virtue of this present Act, from time to time, and at all seasonable Times, during the Term of Seven Years next after the Signing and Sealing the said Award or Writing, to set down or place Posts or Rails, or any other Fence, on the Out-side of the Ditches bounding their respective Allotments, not exceeding Three Feet from such Ditches, for the better Preservation of their young Hedges, and to take away such Posts and Rails, and other Fences, at any Time before the End of the said Term.

**Provided** always, and it is hereby Declared, That it shall not be lawful for any of the Proprietors of such new Inclosures to plant or set any Tree or Trees so near any Hedge or Fence of any of the other Proprietors, by which the Growth of any such Hedge or Fence may be hindered, obstructed, or hurt.

**Provided** nevertheless, That convenient Gaps and Openings shall be left in the said Fences and Inclosures, for the Space of Six Months next ensuing the Execution of the said Instrument or Writing, for the Passage of Cattle, Carts, and Carriages, in, by, and through the same, unless the several Parties interested shall agree that the same shall be sooner fenced in, made up, and inclosed.

**Provided** always, That any of the Proprietors of the new Inclosures, intended to be made pursuant to this Act, shall have Liberty for the Term of Ten Years from the Time of the said Inclosure, to erect or set up any Gate or Gates cross any Part of the Roads against his or their own Land, for keeping out Sheep and Cattle, and to prevent their destroying any Banks, Wood, Plants, Quick-set, and Fence, which shall be made or planted, for inclosing or fencing any Part or Parcel of the common Fields, Pastures, Meadows, and Grounds, intended by this Act to be inclosed.

**And it is hereby further Declared and Enacted**, That where any Parcel of Lands, so to be allotted as aforesaid, shall abut or adjoin upon any Highway, the Hedge, Ditch, or Fence, of the said Lot or Share, so far as the same abuts or adjoins upon such Highway, shall be repaired and maintained at the sole Costs and Charges of the Person intituled to such Lot or Portion, for the Time being for ever; and also, that all other Fences to be made for inclosing and dividing the said common Fields, Pastures, Meadows, and Grounds, pursuant to this Act, shall, after the said Inclosure, be repaired and maintained by such Person and Persons, and in such Manner, and for so long Time, as the said Commissioners and their Successors, or any Two or more of them, shall in that Behalf order, direct, and appoint; and such Award, Order, and Determination, made by the said Commissioners or their Successors, or any Two or more of them, in that Behalf, shall be binding and conclusive to the several Parties so interested in, and intituled to, such Shares and Allotments as aforesaid.

**Provided** nevertheless, and it is hereby Declared and Enacted, That in case any Lands or Grounds, upon which any Trees, Underwoods, Hedges, Bushes, or Shrubs, shall, at the Time of such Allotment, be standing, growing, or being, shall be allotted or assigned to any Person or Persons (other than such as was Proprietor thereof at and immediately before such Allotment), then and in such Case it shall and may be lawful to and for such Owners and Proprietors respectively, at any seasonable Time and Times, within the Space of Six Months after such Allotments shall be made, to enter into the Lands and Grounds upon which such Trees, Underwoods, Hedges, Bushes, and Shrubs, shall be standing and being, and

to fell and cut down, and with Horses, Carts, and Carriages, to take and carry away the same at his and their Wills and Pleasures.

**Provided nevertheless,** That if any such Hedges, now standing upon the Premises, shall be assigned, limited, or appointed, by the said Commissioners, as and for a Boundary or Fence for any of the Inclosures so intended to be made as aforesaid, all such Hedges shall be left for the Benefit of the Person or Persons to whom such new Inclosure shall belong by virtue of this Act, he and they making such Allowance and Consideration to the former Owners and Proprietors of such Hedges respectively, immediately before such Allotment, as the said Commissioners and their Successors, or any Two or more of them, shall in that Behalf order and appoint.

**Provided always, and it is hereby Enacted,** That in the mean time and until the Execution of the said Award or Instrument, all the Tillage Lands lying in the said Common Fields and Common Grounds, so to be inclosed as aforesaid, shall be kept, ordered, and continued, in such Course of Husbandry, as the said Commissioners, or any Two or more of them, shall, from time to time, order, direct, and appoint; and that no Meadow, Pasture, or fresh Ground, in the said common Fields and common Grounds hereby intended to be inclosed, shall, before that Time, be ploughed, broke up, or converted into Tillage.

**Provided nevertheless, and it is hereby Enacted and Declared,** That the said Commissioners, or any Two or more of them, shall and may ascertain, set out, and appoint, such Ways or Roads through the new Inclosures so to be made as aforesaid, with the Assize and Breadth thereof, so as all public Roads to be made shall be and remain Thirty Feet broad, at the least, between the Ditches, and shall be for ever afterwards amended and repaired at the general Expence of the Inhabitants of *Exhall* aforesaid; and that all private Ways within the said new Inclosures shall be for ever afterwards amended and repaired at the Expence of all or such of the said Proprietors, in such Manner as the said Commissioners, or any Two or more of them, shall in that Behalf order, direct, and appoint; and that it shall not be lawful for any Person thereafter to use any other Roads or Ways, over, within, or through the said new Inclosures, or any Part or Parts thereof, either on Foot, or with Horses, Cattle, or Carriages, other than such Roads or Ways as shall be so ascertained, set out, and appointed, by the said Commissioners as aforesaid.

**And, for preventing all Difficulties and Disputes relating to the said Inclosures and Divisions; It is hereby further Enacted,** by the Authority aforesaid, That immediately after the said Commissioners shall have completed and finished the Partitions and Allotments of the said common Fields, Pastures, Meadows, and Lammas Grounds, pursuant to the Purport and Directions of this Act, they shall form and draw up, or cause or procure to be formed or drawn up, an Award or Instrument thereof in Writing, which shall express and contain the Quantity in Statute Measure of Acres, Roods, and Perches, contained in the common Fields, Pastures, Meadows, Waftes, and Lammas Grounds, so intended to be inclosed, and the Quantity of each and every Part and Parcel thereof assigned and allotted to each of the Parties intitled to and interested in the same, and a Description of the Situation, Buttals, and Boundaries, of the same Parcels and Allotments respectively, and Orders and Directions for fencing the same, and for making and laying out, and repairing, proper Roads, Ways, and Passages, in and through the same Premises; and shall also specify, ascertain, and express the said Sum of Twenty-one Pounds Seven Shillings, as a Modus in Lieu of Tythes, to be paid and payable to the said Vicar and his Successors, by the several Owners and Proprietors of the ancient Inclosures, and other Lands, and what they shall severally pay, with their respective Names; and shall also contain such other Orders, Regulations, Descriptions, and Determinations, as shall be proper and necessary to be inserted therein, conformable to the Purport and Tenor of this Act; which

which said Award or Instrument shall be fairly engrossed on Parchment, and signed and sealed by the said Commissioners, or any Two or more of them, and shall, within Six Months next after the same shall be so signed and sealed as aforesaid, be inrolled by the Clerk of the Peace for the County of the City of *Coventry*, or in any of his Majesty's Courts of Record at *Westminster*, to the end Recourse may be had to the same by any Person or Persons interested in the said intended Inclosure, for the Inspection and Perusal whereof the Sum of One Shilling shall be paid, and no more; which Award or Instrument shall be binding and conclusive to all the Parties interested in the said intended Inclosure, and a Copy thereof, signed by the proper Officer, as also the said original Award or Instrument, shall be, and each or either of them shall, from time to time, and at all times hereafter, be admitted and allowed, in all Courts whatsoever, as legal Evidence of the same; which Copy such Officer is hereby required to make and deliver to any Person or Persons requiring the same, he or they paying for such Copy after the Rate of Two Pence *per Sheet*, reckoning Seventy-two Words to each Sheet.

And whereas it is requisite that some convenient Time should be fixed for every Person intitled to any Part of the said new intended Inclosures to accept of their respective Allotments and Shares; Be it therefore Enacted, by the Authority aforesaid, That all and every such Person and Persons shall, and they are hereby required to accept his and their respective Allotments and Shares, within the Space of Twelve Months after the Execution of the aforesaid Award or Instrument, and Notice to him, her, and them, respectively given by the said Commissioners, or their Successors, or any Two or more of them, for that Purpose; and in case any Person shall neglect or refuse to accept his or her Share or Allotment, within the Time aforesaid, such Person, so neglecting or refusing, shall be totally excluded from having or receiving any Benefit or Advantage by this present Act, and also from any Estate, Interest, or Right of Common whatsoever, in any of the Lands or Grounds assigned or allotted to any Person or Persons by virtue of this Act.

Provided also, and it is hereby Enacted and Declared, That Executors in Trust, Guardians, Husbands, Trustees, or Attornies of any Person or Persons being Infants, under Coverture, or beyond the Seas, or otherwise incapable by Law to accept such Allotments to be made as aforesaid, shall be, and are hereby enabled and required to accept thereof for the Use of such Person or Persons so incapacitated as aforesaid; and such Acceptance shall be, and is hereby declared to be, as valid and effectual, as if the Person or Persons, for whom the same shall be made respectively, were capable of acting for themselves; any thing herein contained to the contrary notwithstanding.

Provided nevertheless, That any Non-claim or Non-acceptance of any Guardian, Husband, Committee, Trustee, Tenant for Life, or Attorney, shall not exclude, or any ways prejudice, the Claim or Acceptance of any Infant, Feme Covert, or other Person, under such Disability or Incapacity as aforesaid, who shall claim or accept within Twelve Months after such Disability or Incapacity removed, or of any Person or Persons intitled as Heir, or in Remainder, after the Death of any Person dying under such Disability or Incapacity, who shall claim or accept within One Year after his, her, or their Right, Title, or Interest, shall have descended to them, or accrued.

And it is hereby further Enacted, by the Authority aforesaid, That the several Lands and Grounds, so to be divided, assigned, limited, set forth, allotted, or appointed, unto and for the several Persons who, by virtue of this Act, shall be intitled to the same, shall be in full Bar, Satisfaction, and Compensation, for his, her, and their several Pieces and Parcels of Ground, which, before the passing of this Act, were, and are lying dispersed in the common Fields, Pastures, Meadows, and Grounds, within the said Parish of *Exhall*; and also in full Bar of, and in Satisfaction

faction and Compensation for, all Manner of Tythes, Common of Pasture, and all other Right of Common whatsoever, in, over, and upon, the common Fields, Pastures, Meadows, and Grounds, lying within the Parish of *Exball* aforesaid, and hereby intended to be inclosed; and that, from and immediately after the making the said Divisions and Allotments, and the Execution of the said Award or Instrument, of such Tenor and Purport as afore-mentioned, all Right of Common belonging to, or claimed by, all and every or any of the Owners and Proprietors of the Lands, Tenements, and Hereditaments, within the Parish of *Exball* aforesaid, in, over, and upon, all and every the Fields and Grounds so intended to be inclosed as aforesaid, shall cease and be extinguished.

And it is hereby further Enacted, by the Authority aforesaid, That the several Lands and Grounds, so to be divided, assigned, set forth, allotted, or appointed, unto and for the several Persons (other than such of them who are or shall be Proprietor or Proprietors of any Lands in a certain common Field, called the *Little Sydnalls*, in the Parish of *Exball* aforesaid, and which Field is not intended to be inclosed by virtue of this Act) who, by virtue of this Act, shall be intitled to the same, shall be in full Bar, Satisfaction, and Compensation, for all their, and each of their, Common of Pasture, and all other Right of Common whatsoever, in, over, and upon the said common Field, called the *Little Sydnall Field*, in *Exball* aforesaid; and that from and immediately after the making the said Divisions and Allotments, and the Execution of such Award or Instrument as aforesaid, all Right of Common, belonging to or claimed by all every or any the Owners and Proprietors of Lands, Tenements, and Hereditaments, in the said Parish of *Exball* (other than such of them who are or shall be Proprietor or Proprietors of Lands in the said common Field, called the *Little Sydnall Field*) in, over, and upon, the said common Field, called the *Little Sydnall Field* aforesaid, shall cease and be extinguished.

And be it further Enacted, by the Authority aforesaid, That all Leases and Agreements subsisting, of or for any Term or Number of Years, of or in any Lands or Grounds to be inclosed by virtue of this Act, or of or in all or any Part of the said Tythes, shall, so far only as the same affect any such Lands and Tythes, cease, determine, and be utterly void, for all the Residue of the said Terms and Numbers of Years to come therein respectively, upon the respective Lessors or Landlords making such Satisfaction to the respective Lessees, or other Persons interested in any such Leases or Agreements, so to be determined as aforesaid, as the said Commissioners, or any Two or more of them, shall think reasonable for all such Damages as such Lessees, or other Persons, shall suffer or sustain, by Means or Reason of the said Leases and Agreements being made void in respect of such Lands and Tythes as aforesaid.

Provided also, That nothing in this Act contained shall extend, or be construed, deemed, adjudged, or taken, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, or to prejudice any Person or Persons having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Out-rent, Fee-Farm Rent, Incumbrance, or other Demand, out of, upon, or affecting, any of the Lands or Grounds so intended to be divided and inclosed as aforesaid, or any Part or Parts thereof respectively, other than and except such Lease or Leases, or Agreements as aforesaid; but that the several Lands and Grounds, so to be assigned and allotted upon the said intended Inclosure and Division, to the several Proprietors respectively in Severalty, shall, immediately after such Allotment, be, remain, and enure, and be held and enjoyed, and the several Persons, to whom the same shall be assigned and allotted, shall from thenceforth stand and be seised thereof, to such and the same Uses, and to and for such and the same Estates and Interests, and subject to such and the same Wills, Limitations, Remainders, Trusts, Charges, Rents, Out-

rents,

rents, Fee-Farm Rents, Incumbrances, and other Demands (other than and except such Lease or Leases, or Agreements as aforesaid) as the several Lands and Grounds, in Lieu whereof such Allotments shall, by virtue of this Act, be so made and assigned, should and would have been subject and liable to be charged with and affected by, in case the same had remained uninclosed, or this Act had not been made; any thing herein contained to the contrary thereof notwithstanding.

And whereas several of the Owners and Proprietors of Lands lying in the said common Fields, and other Grounds, so intended and directed to be divided and inclosed as aforesaid, may have Occasion to borrow Money, to pay and defray their respective Shares and Proportions of the Charges and Expences incident to and attending such Inclosures and Division, and the obtaining and passing this Act, and cannot, by reason of some Settlement or Settlements, or other Incapacities or Impediments respectively, make effectual Securities for the Money wanted to be raised and borrowed for the Purposes aforesaid; Be it therefore further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the Husbands, Guardians, Trustees, Committees, or Attornies, of any of the said Owners or Proprietors, being under Coverture, Minors, Lunatics, or beyond the Seas, and to and for every of them for the Time being, and to and for any of the said Owners and Proprietors, being Tenants in Tail, or for Life, only, and to and for every of them respectively for the Time being, by and with the Consent and Approbation of the said Commissioners, or any Two or more of them, testified in Writing under their Hands and Seals, from time to time, to charge the Lands and Grounds which shall be assigned and allotted to them the said Owners and Proprietors respectively, by virtue and in pursuance of this Act, with any Sum or Sums of Money, not exceeding Thirty Shillings, for every Acre of the Lands so to be allotted to them respectively for the Purposes before-mentioned; and for securing the Repayment of such Sum and Sums of Money, with Interest, to grant, mortgage, lease, and demise, or otherwise subject, the Lands and Grounds, so to be assigned and allotted, unto such Persons or Persons as shall advance and lend the same respectively, for any Term or Number of Years; so as such Grant or Demise be made with a Proviso on Condition to cease and be void, or with an express Trust to be surrendered, when such Sum and Sums of Money thereby to be secured, with the Interest thereof, shall be fully satisfied and paid; and so as the respective Owners and Proprietors thereof, who shall be intitled to any Lands or Grounds so to be mortgaged as aforesaid, for the Term of their natural Lives only, shall and do, in every such Grant or Demise to be made thereof, covenant to pay and keep down the Interest of the said Money so to be by them respectively raised thereon as aforesaid, during their respective Lives; and that every such Grant, Mortgage, Lease, or Demise, so to be made in pursuance of this Act, shall be good, valid, and effectual in the Law, for the Purposes thereby intended, notwithstanding the Want of legal Title in the said Husbands, Guardians, Trustees, Committees, or Attornies, or in the said Persons acting as Guardians, Trustees, Committees, or Attornies, or in the said Tenants in Tail or for Life, and notwithstanding any Settlement, Will, Trust, Use, Remainder, or Limitation to the contrary.

Provided always, and it is hereby further Enacted, That nothing in this Act contained shall prejudice, lessen, or defeat, the Right, Title, and Interest of the said *Richard Cheslyn* Esquire, Lord of the Manor of *Exball* aforesaid, with respect to his Seignories and Royalties; but that the said *Richard Cheslyn*, and all and every Person and Persons claiming as Lord or Lords of the said Manor of *Exball* for the Time being, shall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Goods and Chattels of Felons and Fugitives, Felons of themselves, and put in Exigent, Deodands, Waifs, Estrays, Fines, Forfeitures, and all other Royalties, Jurisdictions, and Pre-eminencies whatsoever, to the said Manor, or to him, them,

or

or any of them, as Lord or Lords thereof, or otherwise, incident, appending, belonging, or appertaining, with respect to the Premises, so directed and intended to be inclosed and divided as aforesaid, or any Part thereof, in as full, ample, and beneficial a Manner, to all Intents and Purposes, as he, or they, or any of them, could or might have held or enjoyed the same, before the passing of this Act, or in case the same had not been made.

**Provided always, and it is hereby further Enacted,** That nothing in this Act contained shall prejudice, lessen, or defeat, the Right, Title, or Interest of *John Knightley Esquire*, Lord of the Manor of *Newland* in the Parish of *Exball* aforesaid, with respect to his Seigniories and Royalties, but that the said *John Knightley*, and all and every Person and Persons claiming as Lord or Lords of the said Manor of *Newland* for the Time being, shall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Goods and Chattels of Felons and Fugitives, Felons of themselves, and put in Exigent, Deodands, Waifs, Estrays, Fines, Forfeitures, and all other Royalties, Jurisdictions, and Pre-eminencies whatsoever, to the said Manor, or to him, them, or any of them, as Lord or Lords thereof, or otherwise, incident, appending, belonging, or appertaining, with respect to the Premises, so directed and intended to be inclosed and divided as aforesaid, or any Part thereof, in as full, ample, and beneficial a Manner, to all Intents and Purposes, as he or they, or any of them, could or might have held and enjoyed the same before the passing of this Act, or in case the same had not been made.

**Provided always, and be it further Enacted,** That as soon as that Part of *Fackley Waste*, which lies within the Parish of *Exball*, shall be set out and allotted in Severalty, according to the Directions of this Act, that all Right of Common belonging to the Proprietors of Lands within the Parish of *Exball*, or any of them, upon that Part of *Fackley Waste* which lies within the Parish of *Foleshill*, or any other Lands in the said Parish of *Foleshill*, except *Little Sydnall Field*, shall cease, Determine, and be for ever extinguished.

**And it is hereby further Declared and Enacted,** by the Authority aforesaid, That the said Commissioners, or any Two or more of them, shall, and are hereby obliged, to give public Notice in the Parish Church of *Exball* aforesaid, upon some *Sunday*, immediately after Divine Service, of the Time and Place of the First Meeting of the said Commissioners, for the Execution of the Powers hereby vested in them, at least Six Days before such Meeting, and shall also give Three Days Notice of every subsequent Meeting for putting in Execution the Powers vested in them by this Act, at the Parish Church aforesaid, on the *Sunday* next preceding the same respectively (Meetings by Adjournment only excepted).

**And it is hereby further Enacted,** by the Authority aforesaid, That when and as often as any of the Commissioners appointed by this Act, or to be elected in Manner herein after mentioned, shall die or refuse to act, the Persons who, for the Time being, shall be respectively interested in the Lands and Grounds so intended to be inclosed as aforesaid, or the major Part of them in Number and Value, shall from time to time, within Two Months after such Death or Refusal of such Commissioner, by Writing under their Hands and Seals, appoint another Commissioner not interested in the said Inclosures, or related to Persons interested, instead of every Commissioner so from time to time dying or refusing to act as aforesaid; and every such Commissioner, so to be appointed, shall have the like Powers and Authorities by virtue of this Act, as the Commissioner, in whose Place he succeeds, was invested with, provided that Notice be given in Writing, at the Parish Church aforesaid, of the Time and Place of meeting to chuse such Commissioner, at least Six Days before every such Meeting.

**And it is hereby further Declared and Enacted,** by the Authority aforesaid, That the Charges and Expences attending the passing and procuring this Act

and the Costs and Charges of the surveying, dividing, and allotting, the said Lands and Grounds, so intended to be inclosed as aforesaid, and of the preparing, and inrolling the said Award and Instrument, and all other Charges and Expences of the said Commissioners, and other necessary Expences in, about, and concerning the Premises, shall be borne and defrayed by the said Impropiator and other the Owners and Proprietors of the said Lands and Grounds, so appointed to be inclosed (except the Vicar of Exball aforesaid), according to their respective Interests in the same, to be settled and ascertained by the said Commissioners and their Successors, or any Two or more of them; and in case any of the Persons aforesaid shall refuse or neglect to pay his, her, or their, Share or Proportion of the said Charges, then the said Commissioners and their Successors, or any Two or more of them, shall and may, by Warrant under their Hands and Seals, cause the same to be levied by Distress and Sale of the Goods and Chattels of any Person or Persons so refusing to pay the same, or upon the Lands so to be allotted to him, her, or them, as aforesaid, rendering the Overplus, if any be, to such Person or Persons, the Costs of such Distress and Sale being first deducted.

**Saving** to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the Impropiator, the Vicar of the said Parish Church, and also the Owners and Proprietors, and all and every other Person and Persons, to whom any Allotment or Allotments of Land shall be made by virtue of this Act); All such Estate, Right, Title, and Interest, as they, every or any of them, had or enjoyed, of, in, to, or out of, the said Lands and Grounds, so intended and appointed to be inclosed, as aforesaid, before the Passing of this Act, or could or ought to have had or enjoyed, in case the same had not been made: But no such other Person or Persons, Bodies Politick or Corporate, his, her, or their Heirs, Executors, Administrators, or Successors, shall have Power to disturb any of the Allotments to be made in pursuance of this Act; but shall accept the same, in lieu of all such Lands, Grounds, Tythes, and Common Right, as he, she, or they, would have been intitled to, in case this Act had not been made, and shall be intitled to recover such Allotment or Allotments, as fully as he, she, or they, would have been intitled to have recovered the Lands, Grounds, Tythes, and Common Right, in lieu of which such Allotment or Allotments shall be made, as aforesaid.

*An ACT for Dividing and In-  
closing the open and common  
Fields, Pastures, Meadows, and  
other Grounds, within the Parish  
of Exhall, in the County of the  
City of Coventry.*